

EXHIBIT 5



Bk: 20686 Pg: 91 Page: 1 of 5
Doc: PATTY 12/14/2012 10:49 AM

Recording Requested By:

Wells Fargo Home Mortgage
2701 Wells Fargo Way,
Minneapolis, MN 55467.
MACX9999-018

A true copy
By photostatic process

Attest: *Barry J. Amaral*

Bristol County N.D.
Register of Deeds

When Recorded Mail to:

ATTN: Kelly Lazarchic-Edlund
MAC X9999-018
2701 Wells Fargo Way,
Minneapolis, MN 55467
651-605-7876

Grantor: The Bank of New York Mellon
Grantee: Wells Fargo Bank NA

LIMITED POWER OF ATTORNEY

Title of Document

This Cover Sheet Added To Provide Adequate Space For Recording Information

RETURN TO

106/804

RECORDING REQUESTED BY
& AFTER RECORDING RETURN TO:

Wells Fargo Home Mortgage
Attn: Donald Pidgeon, Jr.
8480 Stagecoach Circle
X3800-01C FL 01
Frederick, MD. 21701

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, f/k/a **THE BANK OF NEW YORK TRUST COMPANY, N.A.**, as successor-in-interest to **JPMORGAN CHASE BANK N.A.**, as Trustee, having its branch office at 525 William Penn Place, 7th Floor, Pittsburgh, PA 15259 and its main office at 700 South Flowers, 2nd Floor, Los Angeles, CA 90017-4104 (the "Bank"), pursuant to that Pooling and Servicing Agreement (the "Pooling and Servicing Agreement") hereby appoint **Wells Fargo Bank, N.A.**, to be the Bank's true and lawful Attorneys-in-Fact (the "Attorneys") to act in the name, and on behalf, of the Bank with power to do only the following in connection with the Trusts identified in Exhibit A on behalf of the Bank:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.

2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.

3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.

4. The completion of loan assumption agreements and modification agreements.

5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.

6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.

7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.

8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:

- a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
- b. the preparation and issuance of statements of breach or non-performance;

- c. the preparation and filing of notices of default and/or notices of sale;
- d. the cancellation/rescission of notices of default and/or notices of sale;
- e. the taking of a deed in lieu of foreclosure; and
- f. to file and prosecute claims, and to appear on behalf of the Trustee, in bankruptcy cases affecting the Mortgage Note, Mortgage or Deed of Trust; and
- g. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.f., above; and

9. To execute and deliver estate related documents (ie. petition applications, affidavits) for the purpose of seeking the appointment of a fiduciary for the estate of the deceased borrower(s); and

10. To execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

The relationship of the Bank and the Attorney under this Limited Power of Attorney is intended by the parties to be that of an independent contractor and not that of a joint venture, partner, or agent.

This Limited Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) revocation by the Bank, (ii) the Attorney shall no longer be retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of one year from the date of execution.

The authority granted to the Attorney-in-Fact by the Limited Power of Attorney is not transferable to any other party or entity.

This agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Limited Power of Attorney, be, and hereby are, ratified and affirmed.

IN WITNESS WHEREOF, The Bank of New York Mellon Trust Company, N.A., f/k/a The Bank of New York Trust Company, N.A., as successor-in-interest to JPMorgan Chase Bank, N.A., as Trustee, pursuant to that Pooling and Servicing Agreement among the Depositor, the Seller, the Servicer, and the Trustee and Custodian, and these present to be signed and acknowledged in its name and behalf by Jocelyn M. Lynch and Jennifer J. Provenzano its duly elected and authorized Managing Director and Vice President this 10th day of September, 2012.

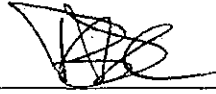
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., f/k/a The Bank Of New York Trust Company, N.A., as successor-in-interest to JPMorgan Chase Bank, N.A., as Trustee, for certificateholders of the Trusts identified in Exhibit A

By: 

Name: Jocelyn M. Lynch
Title: Managing Director

By: 

Name: Jennifer J. Provenzano
Title: Vice President

Witness: 

Printed Name: Brandon D. Coney

Witness: 

Printed Name: Gregory M. Spelar

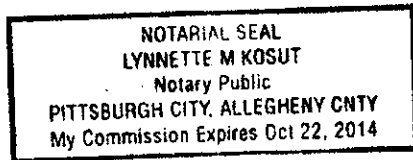
ACKNOWLEDGEMENT


STATE OF PENNSYLVANIA §

COUNTY OF ALLEGHENY §

Personally appeared before me the above-named Jocelyn M. Lynch and Jennifer J. Provenzano, known or proved to me to be the same person who executed the foregoing instrument and to be the Managing Director and Vice President of The Bank of New York Mellon Trust Company, N.A., f/k/a The Bank of New York Trust Company, N.A. as successor-in-interest to JPMorgan Chase Bank, N.A., as Trustee, for certificateholders of the Trusts identified in Exhibit A, and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.

Subscribed and sworn before me this 10th day of September, 2012.




NOTARY PUBLIC Lynnette M. Kosut
My Commission expires: 10/22/2014

SEAL

Exhibit A

Nomura Asset Acceptance Corporation, Mortgage Pass-Through Certificates, Series 2004-AR3

Nomura Asset Acceptance Corporation, Mortgage Pass-Through Certificates, Series 2004-AR4

Nomura Asset Acceptance Corporation, Mortgage Pass-Through Certificates, Series 2005-AR2

END OF DOCUMENT